

1 BILL NO. S-87-01-

30

2 SPECIAL ORDINANCE NO. S-

28-87

3 AN ORDINANCE approving the Contract
4 for Water Main Improvement Resolution
5 #1034-86, Inwood Drive, between
6 All Star Construction & Excavating,
Inc., and the City of Fort Wayne,
Indiana, in connection with the
Board of Public Works and Safety.


7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Water Main Improvement
10 Resolution #1034-86, Inwood Drive, by and between All Star Con-
11 struction & Excavating, Inc., and the City of Fort Wayne, Indiana,
12 in connection with the Board of Public Works and Safety, for:

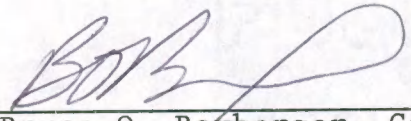
13 Water Main on Inwood Drive from
14 Lake Avenue Southward to its termi-
15 nus; also, on Columbia Drive, from
a Point 400+ feet East on Coliseum
Blvd. to Inwood Drive;

16 the Contract price is Sixty-Three Thousand Eighty-Eight and 70/100
17 Dollars (\$63,088.70), all as more particularly set forth in said
18 Contract, which is on file in the Office of the Board of Public
19 Works and Safety and, is by reference incorporated herein, made
20 a part hereof, and is hereby in all things ratified, confirmed
21 and approved. Two (2) copies of said Contract are on file with
22 the Office of the City Clerk and made available for public inspection,
23 according to law.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27
28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd
seconded by Everitt, and duly adopted, read the second time
by title and referred to the Committee City/Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.

DATE: 1-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Everitt, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	_____	_____	_____	<u>✓</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	<u>✓</u>	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 2-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 28-87
on the 10th day of February, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Roberta E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 11th day of February, 1987,
at the hour of 11:00 o'clock A M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of February,
1987, at the hour of 3:00 o'clock P M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*

Page 1 of _____

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: INWOOD DRIVE - COLUMBIA AVENUE
WATER MAIN IMPROVEMENT

CONTRACT#: ---

RESOLUTION # 1034-86

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	S1	Schedule
X	S2-3	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
X		Plans and Specifications
X		Drawings
X	S4	NOTES 1 AND 2
X	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS
X	SS3-4	STREET CUT PERMIT

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
		Performance and Guaranty Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
X		CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	Other _____ %
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

ALL STAR CONSTRUCTION & EXCAVATING, INC.
BID SUBMITTED
5722 Langford Lane
Fort Wayne, Indiana 46804

ACCEPTANCE OF BID/AWARD OF CONTRACT
CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

CONTRACTOR
BY: Edward F. Foss
ITS: President

OFFER
DATE: 1/7/87

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR _____ (90 days
unless otherwise specified)

COMPLIANCE: J. Adams
O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

[Signature]
[Signature]
CITY OF FORT WAYNE
MAYOR

AWARD DATE: 1/14/87

DATE

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. West Acres	Fort Wayne	Landscaping
2. Ardmore Asphalt	Fort Wayne	Asphalt
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Buzzard Bro. Trucking	Zanesville	Trucking
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

Contractor 5722 Langford Lane
Fort Wayne, Indiana 46804

Contractor _____

By Edward [Signature]

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Contractor _____

By _____

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER MAIN IMPROVEMENT RESOLUTION NO. 1034-1986
INWOOD DRIVE - COLUMBIA AVENUE

All work will be performed in accordance with: Resolution/~~CONTRACT~~ 1034-86, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$63,088.70. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 120 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

WATER MAIN IMPROVEMENT RESOLUTION NO. 1034-1986
INWOOD DRIVE - COLUMBIA AVENUE

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
***** (SECTION A) *****				
1.	20± L.F.	8" D. I. CL. 50 WATER MAIN	17.31	346.20
2.	2,780± L.F.	6" D. I. CL. 50 WATER MAIN	16.00	45008.20
3.	2 EA.	6"X 45° M.J. ELL (RESTRAINED)	118.00	236.00
4.	2 EA.	8" x 6" M.J. REDUCER (RESTRAINED)	143.00	286.00
5.	1 EA.	6" x 6" x 6" M.J. TEE (RESTRAINED)	187.00	187.00
6.	2 EA.	6" GATE VALVE W/BOX	280.00	560.00
7.	3 EA.	TYPE III FIRE HYDRANT ASSEMBLY (ON 6")	1192.00	3576.00
8.	120± L.F.	STONE DRIVE REPLACEMENT	1.00	120.00
9.	10± L.F.	ASPHALT DRIVE REPLACEMENT	15.00	150.00
10.	200± L.F.	ASPHALT PAVEMENT REPLACEMENT	16.00	3200.00
11.	25± L.F.	CHIP & SEAL PAVEMENT REPLACEMENT	4.50	112.50
13.	2,500± L.F.	GRASS RESTORATION	185	2125.00
SECTION A - TOTAL				55379.70
***** (SECTION B) *****				
2.	345± L.F.	6" D. I. CL. 50 WATER MAIN	16.00	5520.00
9.	60± L.F.	ASPHALT DRIVE REPLACEMENT	15.00	900.00
10.	35± L.F.	ASPHALT PAVEMENT REPLACEMENT	16.00	560.00
12.	70± L.F.	ASPHALT CURB REPLACEMENT	8.00	560.00
13.	200± L.F.	GRASS RESTORATION	185	170.00
SECTION B - TOTAL				7710.00
SECTIONS A AND B, GRAND TOTAL				63089.70

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____, 19____.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
FIRM NAME Fort Wayne, Indiana 46804

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of January, 19 87.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

NAME OF CORPORATION _____

BY: Edward F. Fosc
PRESIDENT

ATTEST:

Edward W. Fosc

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____

being _____ % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

BIDDER

shall not within _____ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane

Fort Wayne, Indiana 46804

the contract for said work, and if _____

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane

Fort Wayne, Indiana 46804

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. Fox

Subscribed and sworn to before me by

this 7th day of January, 1987.

My Commission Expires:

March 7, 1988

Sherri L. Recht

Sherri L. Recht
NOTARY PUBLIC

Resident of Stauben County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19_____.

My Commission Expires:

NOTARY PUBLIC

Resident of _____ County, IN

Subscribed and sworn to before me by

this _____ day of _____, 19_____.

My Commission expires:

NOTARY PUBLIC

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Fox, the President
Name
Position, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 11 day of November, 19 86, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED:

1/7/87

Edward F. Fox
Signature

President
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 7th day of January, 19 87.

Sherri L. Recht
NOTARY PUBLIC Sherri L. Recht
A Resident of Steuben County, IN

My Commission Expires:

March 7, 1988

CERTIFICATION OF BIDDER/VENDOR

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

The undersigned, on behalf of _____,
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
_____, that ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 7th day of January, 1987.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

(Name of Bidder/Vendor)

Edward F. Foss President
(Name and Title of Person Signing)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: January 7, 1987

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

(Name of Bidder)

By: Edward Fox

Title: President

Official Address (including ZIP code) :

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

It is the policy of _____ that equal
(Company)

employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

In support of this policy _____ will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

The _____ will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to:

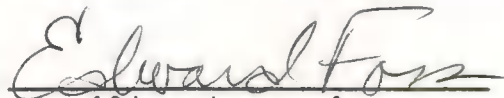
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

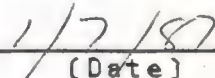
5722 Langford Lane

Fort Wayne, Indiana 46804

(Name of Company)



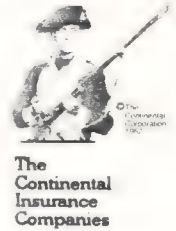
(Signature of
Company Official)



(Date)

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)



KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.

as Principal, hereinafter called the Principal,
and THE CONTINENTAL INSURANCE COMPANY

of New York

a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Fort Wayne, Indiana, Board of Public Works and Safety

in the sum of Ten Per Cent (10%) of Maximum Bid Dollars
(\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 1034-86
Inwood Drive-Columbia Ave. Water Main Improvement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with
good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be
null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of January A. D. 1987

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY: Edward F. [Signature] (Principal)
(Title) President

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carol J. [Signature]
(Witness)

[Signature] (Surety)
(Title) Attorney-in-Fact

127 W. Berry St.
Fort Wayne, IN 46802



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.
(Here insert full name and address or legal title of the Contractor)
5722 Langford Lane, Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY, New York,
(Here insert full name and address or legal title of Surety) as Surety,
hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public
(Here insert full name and address or legal title of Owner)
Works & Safety, Fort Wayne, Indiana

as Obligee, hereinafter called Owner, in the amount of Sixty Three Thousand, Eighty Eight and
70/100 ----- Dollars (\$ 63,088.70),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated January 16, 1987
entered into a contract with Owner for Resolution 1034-86 - Inwood Drive-Columbia Ave.
Water Main Improvement
in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 16th day of January A.D. 19 87

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

Cynthia Shearer
(Witness)

BY: Edward F. Fox (Principal)
(Title)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carol J. Huran
(Witness)
127 W. Berry
Fort Wayne, Indiana 46802
BOND 4393C

Donald K. Wathen (Surety)
Attorney-in-Fact (Title)

LABOR AND MATERIAL PAYMENT BOND
 Approved by The American Institute of Architects
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC.

(Here insert full name and address or legal title of the Contractor)

5722 Langford Lane, Fort Wayne, Indiana

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY, New York as Surety,

(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, Indiana,

(Here insert full name and address or legal title of Owner)

Board of Public Works & Safety, 1 Main Street, 9th Floor, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
Sixty Three Thousand Eighty Eight and 70/100 Dollars (\$ 63,088.70),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated January 16, 1987
 entered into a contract with Owner for Inwood Drive - Columbia Avenue water main improvement,
Resolution 1034-86
 in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of January A.D. 19 87

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

(Principal)

BY: Edward F. For

(Title)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY

(Surety)

(Seal)

Carol J. Bunker

(Witness)

Attorney-in-Fact

(Title)

127 W. Berry
Fort Wayne, Indiana 46802

BIDDING TABULATION										INWOOD DR. - COLUMBIA AVE.										RES. NO. 1034-86										B.O. 129-85										W.O. 63959										JANUARY 7, 1987																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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8 120±LF STONE DRIVE REPLACEMENT										4.00										480.00										1.00										120.00										5.00										600.00										1.50										180.00										7.31										877.20										5.00										600.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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10 200±LF ASPHALT PAVEMENT REPLACEMENT										22.00										440.00										16.00										3200.00										12.45										2490.00										9.25										1850.00										22.00										4400.00										25.00										5000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
11 251LF CHIP & SEAL PAVEMENT REPLAC.										5.00										125.00										4.50										112.50										11.00										275.00										2.75										68.75										20.00										500.00										30.00										500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
13 3500±LF GRASS RESTORATION										1.00										3500.00										0.85										2125.00										1.10										2750.00										0.75										1875.00										0.92										2300.00										1.50										3750.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
SECTION A - TOTAL										64,485.00										59,378.70										58,020.00										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25										60,625.25									

TITLE OF ORDINANCE Contract for Water Main Improvement Resolution 1034-86, Inwood DriveDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-87-01-30

SYNOPSIS OF ORDINANCE The Contract for Water Main Resolution 1034-86, is for Water
Main on Inwood Drive from Lake Avenue Southward to its terminus; also, on
Columbia Drive, from a Point 400+ feet East on Coliseum Blvd. to Inwood Drive.
All Star Construction & Excavating, Inc., is the Contractor.

EFFECT OF PASSAGE Improved Water Mains at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$63,088.70

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-01-30

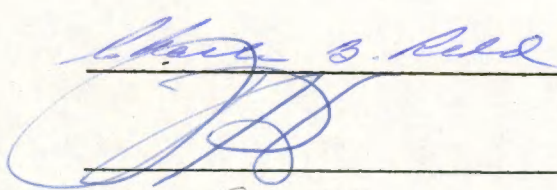
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract
for Water Main Improvement Resolution #1034-86, Inwood Drive, between
All Star Construction & Excavating, Inc., and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

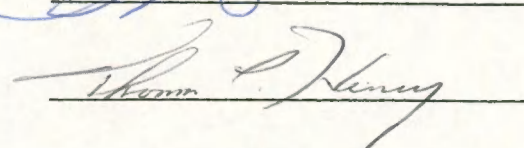
YES

NO



CHARLES B. REDD
CHAIRMAN

PAUL M. BURNS
VICE CHAIRMAN



THOMAS C. HENRY

BEN A. EISBART



SAMUEL J. TALARICO

CONCURRED IN 2-10-87.

SANDRA E. KENNEDY
CITY CLERK